

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

RYAN WINDSOR, CWISESS *
HOLDINGS, LP, a Texas Limited
Partnership, AND ALCATRAZ *
MEDIA, INC., a Delaware For-Profit
Corporation, *

Plaintiffs, *

v. * CASE NO. 1:21-cv-3434-LMM

CITY INFO EXPERTS, LLC, AND *
CHARLES THOMAS SCHMIDT,
Individually, *

Defendants. *

ANSWER

COME NOW Defendants City Info Experts, LLC (“City Info”) (“Defendant”), and for its Answer to Plaintiffs’ Ryan Windsor (“Windsor”), CWISESS Holdings, LP (“CWISESS”) and Alcatraz Media, Inc. (“Alcatraz Media”) (collectively the “Plaintiffs”) Complaint for Damages and Equitable Relief, set forth as follows:

OVERVIEW OF DEFENDANTS’ ACTS

1. Defendant denies that they had the intent to defraud Plaintiffs. Defendant admits that Schmidt is an attorney and that City Info is a business.
2. Defendant denies the contents of Paragraph 2 of the Complaint.
3. Defendant denies the contents of Paragraph 3 of the Complaint.

4. Defendant admits the contents of Paragraph 4, other than the statement that Defendant engaged in a continuing attempt to avoid performing their obligations, which is denied.

5. Defendant denies the contents of Paragraph 5 of the Complaint.

6. Defendant denies the contents of Paragraph 6 of the Complaint.

JURISDICTIONAL ALLEGATIONS

7. Defendant denies that Windsor is domiciled in Austin, Texas, but admits the remaining contents of Paragraph 7 of the Complaint.

8. Defendant admits that Alcatraz Media was incorporated in Delaware, but denies that its principal place of business is in Georgia.

9. Defendant denies that CWISS has a place of business in Austin, Texas.

10. Defendant admits the contents of Paragraph 10 of the Complaint.

11. Defendant admits that Schmidt is domiciled in Texas, but denies that he resides at the stated address.

12. Defendant denies the contents of Paragraph 12 of the Complaint.

13. Defendant denies the contents of Paragraph 13 of the Complaint.

14. Defendant denies the contents of Paragraph 14 of the Complaint.

15. Defendant denies the contents of Paragraph 15 of the Complaint.

FACTS COMMON TO ALL COUNTS

The Parties

16. Defendant admits the contents of Paragraph 16 of the Complaint.
17. Defendant admits the contents of Paragraph 17 of the Complaint.
18. Defendant admits the contents of Paragraph 17 of the Complaint.
19. Defendant admits the contents of Paragraph 17 of the Complaint.
20. Defendant admits that Schmidt is an attorney licensed in Texas, but denies the remainder of Paragraph 20.

The Transactions

21. Defendant are unable to admits or denies the contents of Paragraph 21 of the Complaint.
22. Defendant are unable to admits or denies the contents of Paragraph 22 of the Complaint.
23. Defendant denies the contents of Paragraph 23 of the Complaint.
24. Defendant denies the contents of Paragraph 24 of the Complaint.
25. Defendant admits the contents of Paragraph 25 of the Complaint.
26. Defendant denies that the two asset purchase agreements are “identical in terms other than the description of the specific assets to be transferred from the seller to the buyer,” and is unable to admits or denies the remaining portions of Paragraph 26 of the Complaint.

27. Defendant admits the contents of Paragraph 27 of the Complaint.
28. Defendant admits the contents of Paragraph 28 of the Complaint.
29. Defendant admits the contents of Paragraph 29 of the Complaint.
30. Defendant denies the contents of Paragraph 30 of the Complaint.
31. Defendant admits the contents of Paragraph 31 of the Complaint.
32. Defendant admits the contents of Paragraph 32 of the Complaint.
33. Defendant denies the contents of Paragraph 33 of the Complaint.

Defendants' Non-Performance

34. Defendant admits the contents of Paragraph 34 of the Complaint.
35. Defendant denies the contents of Paragraph 35 of the Complaint.
36. Defendant denies the contents of Paragraph 36 of the Complaint.
37. Defendant denies the contents of Paragraph 37 of the Complaint.
38. Defendant denies the contents of Paragraph 38 of the Complaint.
39. Defendant denies the contents of Paragraph 39 of the Complaint.
40. Defendant denies the contents of Paragraph 40 of the Complaint.
41. Defendant denies the contents of Paragraph 41 of the Complaint.
42. Defendant denies the contents of Paragraph 42 of the Complaint.
43. Defendant denies the contents of Paragraph 43 of the Complaint.
44. Defendant denies the contents of Paragraph 44 of the Complaint.
45. Defendant denies the contents of Paragraph 45 of the Complaint.

46. Defendant denies the contents of Paragraph 46 of the Complaint.

Defendants' Fraud

47. Defendant denies the contents of Paragraph 47 of the Complaint.

48. Defendant denies the contents of Paragraph 48 of the Complaint.

49. Defendant admits that American Express filed suit against Windsor but denies the remainder of Paragraph 49 of the Complaint.

50. Defendant admits the contents of Paragraph 50 of the Complaint.

51. Defendant denies the contents of Paragraph 51 of the Complaint.

52. Defendant denies the contents of Paragraph 52 of the Complaint.

53. Defendant admits the contents of Paragraph 53 of the Complaint, but denies that Schmidt is or ever was the sole member and/or managing member of City Info.

54. Defendant denies the contents of Paragraph 54 of the Complaint.

55. Defendant denies the contents of Paragraph 55 of the Complaint.

Additional Allegations Regarding: Piercing the Corporate Veil

56. Defendant denies the contents of Paragraph 56 of the Complaint.

57. Defendant denies the contents of Paragraph 57 of the Complaint.

58. Defendant denies the contents of Paragraph 58 of the Complaint.

59. Defendant denies the contents of Paragraph 59 of the Complaint.

60. Defendant denies the contents of Paragraph 60 of the Complaint.

61. Defendant denies the contents of Paragraph 61 of the Complaint.
62. Defendant denies the contents of Paragraph 62 of the Complaint.

Additional Allegations Regarding: Wire Fraud in Furtherance of the Scheme

63. Defendant denies the contents of Paragraph 63 of the Complaint.
64. Defendant denies the contents of Paragraph 64 of the Complaint.
65. Defendant denies the contents of Paragraph 65 of the Complaint.
66. Defendant denies the contents of Paragraph 66 of the Complaint.
67. Defendant denies the contents of Paragraph 67 of the Complaint.

COUNT I
FRAUD
(Against City Info)

68. Defendant incorporate their responses to paragraphs 1-67.
69. Defendant admits the contents of Paragraph 69 (a) and (b), and denies the contents of Paragraph 69 (c) and (d) of the Complaint.
70. Defendant denies the contents of Paragraph 70 of the Complaint.
71. Defendant denies the contents of Paragraph 71 of the Complaint.
72. Defendant denies the contents of Paragraph 72 of the Complaint.
73. Defendant denies the contents of Paragraph 73 of the Complaint.
74. Defendant denies the contents of Paragraph 74 of the Complaint.
75. Defendant denies the contents of Paragraph 75 of the Complaint.
76. Defendant denies the contents of Paragraph 76 of the Complaint.

COUNT II
FRAUD
(Against Schmidt)

77. Defendant incorporate their responses to paragraphs 1-76.
78. Defendant denies the contents of Paragraph 78 of the Complaint.
79. Defendant denies the contents of Paragraph 79 of the Complaint.
80. Defendant denies the contents of Paragraph 80 of the Complaint.
81. Defendant denies the contents of Paragraph 81 of the Complaint.
82. Defendant denies the contents of Paragraph 82 of the Complaint.
83. Defendant denies the contents of Paragraph 83 of the Complaint.
84. Defendant denies the contents of Paragraph 84 of the Complaint.
85. Defendant denies the contents of Paragraph 85 of the Complaint.

COUNT III
BREACH OF CONTRACT
(Alcatraz Media Against City Info)

86. Defendant incorporate their responses to paragraphs 1-85.
87. Defendant admits the contents of Paragraph 87 of the Complaint, up until the time of Plaintiffs' breaches of the Agreement.
88. Defendant denies the contents of Paragraph 88 of the Complaint.
89. Defendant denies the contents of Paragraph 89 of the Complaint.
90. Defendant denies the contents of Paragraph 90 of the Complaint.

COUNT IV
BREACH OF CONTRACT
(CWISS Against City Info)

91. Defendant incorporate their responses to paragraphs 1-90.
92. Defendant admits the contents of Paragraph 92 of the Complaint, up until the time of Plaintiffs' breaches of the Agreement.
93. Defendant denies the contents of Paragraph 93 of the Complaint.
94. Defendant denies the contents of Paragraph 94 of the Complaint.
95. Defendant denies the contents of Paragraph 95 of the Complaint.

COUNT V
BREACH OF CONTRACT
(Windsor Against City Info)

96. Defendant incorporate their responses to paragraphs 1-95.
97. Defendant admits the contents of Paragraph 97 of the Complaint, up until the time of Plaintiffs' breaches of the Agreement.
98. Defendant denies the contents of Paragraph 98 of the Complaint.
99. Defendant denies the contents of Paragraph 99 of the Complaint.
100. Defendant denies the contents of Paragraph 100 of the Complaint.
101. Defendant denies the contents of Paragraph 101 of the Complaint.

COUNT VI
BREACH OF CONTRACT
(Windsor Against City Info)

102. Defendant incorporate their responses to paragraphs 1-101.

103. Defendant admits the contents of Paragraph 103 of the Complaint, up until the time of Plaintiffs' breaches of the Agreement.

104. Defendant denies the contents of Paragraph 104 of the Complaint.

105. Defendant denies the contents of Paragraph 105 of the Complaint.

106. Defendant denies the contents of Paragraph 106 of the Complaint.

COUNT VII
PIERCING THE CORPORATE VEIL

107. Defendant incorporate their responses to paragraphs 1-106.

108. Defendant denies the contents of Paragraph 108 of the Complaint.

109. Defendant denies the contents of Paragraph 109 of the Complaint.

110. Defendant denies the contents of Paragraph 110 of the Complaint.

111. Defendant denies the contents of Paragraph 111 of the Complaint.

112. Defendant denies the contents of Paragraph 112 of the Complaint.

113. Defendant denies the contents of Paragraph 113 of the Complaint.

114. Defendant denies the contents of Paragraph 114 of the Complaint.

115. Defendant denies the contents of Paragraph 115 of the Complaint.

116. Defendant denies the contents of Paragraph 116 of the Complaint.

COUNT VII
FEDERAL CIVIL RICO VIOLATIONS
(Against City Info and Schmidt)

117. Defendant incorporate their responses to paragraphs 1-116.

118. Defendant need not admits or denies the contents of Paragraph 118 because it is a general statement of the law which is true in some situations and untrue in others.

119. Defendant denies the contents of Paragraph 119 of the Complaint.

120. Defendant denies the contents of Paragraph 120 of the Complaint.

121. Defendant denies the contents of Paragraph 121 of the Complaint.

122. Defendant denies the contents of Paragraph 122 of the Complaint.

123. Defendant denies the contents of Paragraph 123 of the Complaint.

124. Defendant denies the contents of Paragraph 124 of the Complaint.

125. Defendant denies the contents of Paragraph 125 of the Complaint.

126. Defendant denies the contents of Paragraph 126 of the Complaint.

COUNT IX
GEORGIA CIVIL RICO VIOLATIONS
(Against City Info and Schmidt)

127. Defendant incorporate their responses to paragraphs 1-126.

128. Defendant need not admits or denies the contents of Paragraph 128

because it is a general statement of the law which is true in some situations and untrue in others.

129. Defendant denies the contents of Paragraph 129 of the Complaint.

130. Defendant denies the contents of Paragraph 130 of the Complaint.

131. Defendant denies the contents of Paragraph 131 of the Complaint.

132. Defendant denies the contents of Paragraph 132 of the Complaint.
133. Defendant denies the contents of Paragraph 133 of the Complaint.
134. Defendant denies the contents of Paragraph 134 of the Complaint.

COUNT X
ATTORNEY FEES PURSUANT TO O.C.G.A. § 13-6-11
(Against City Info and Schmidt)

135. Defendant incorporate their responses to paragraphs 1-134.
136. Defendant denies the contents of Paragraph 136 of the Complaint.
137. Defendant denies the contents of Paragraph 137 of the Complaint.
138. Defendant denies the contents of Paragraph 138 of the Complaint.

COUNT XI
PUNITIVE DAMAGES PURSUANT TO O.C.G.A. § 51-12-5.1(f)
(Against City Info and Schmidt)

139. Defendant incorporate their responses to paragraphs 1-138.
140. Defendant denies the contents of Paragraph 140 of the Complaint.
141. Defendant denies the contents of Paragraph 141 of the Complaint.
142. Defendant denies the contents of Paragraph 142 of the Complaint.
143. Defendant denies the contents of Paragraph 143 of the Complaint.
144. Defendant denies the contents of Paragraph 144 of the Complaint.
145. Defendant denies the contents of Paragraph 145 of the Complaint.
146. Defendant denies the contents of Paragraph 146 of the Complaint.
147. Defendant denies the contents of Paragraph 147 of the Complaint.

148. Defendant denies the contents of Paragraph 148 of the Complaint.

149. Defendant denies the contents of Paragraph 149 of the Complaint.

150. Defendant denies the contents of Paragraph 150 of the Complaint.

151. Defendant denies the contents of Paragraph 151 of the Complaint.

AFFIRMATIVE DEFENSES

1. The Parties, facts and issues that form the basis of the Plaintiffs' Complaint in this matter are the subject of a prior pending lawsuit in the State of Texas. Therefore, this action should be dismissed or stayed pending conclusion of that case. All claims set forth herein by Plaintiffs are the subject of compulsory claims in the Texas litigation.

2. To the extent any statement of fact has neither been admitted nor denied, that statement of fact is hereby denied.

3. Defendant asserts the following affirmative defenses: lack of personal jurisdiction; failure to state a claim upon which relief may be granted; estoppel; failure of consideration; fraud; payment; statute of limitation; waiver; improper venue.

4. Plaintiffs were themselves guilty of antecedent breach of contract.

5. Plaintiffs were guilty of fraud in the inducement.

6. Defendant asserts the defense of Laches.

7. Defendant asserts the defense of Failure of Consideration.

This the 2nd day of September, 2021.

Respectfully submitted,

/s/ Joe L. Leak

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*Attorneys for Defendants
City Info Experts, LLC and
Charles Thomas Schmidt*

CERTIFICATE OF COMPLIANCE

This is to certify that the foregoing pleading is typed in 14-Point, Times New Roman font and is otherwise formatted in compliance with LR 5.1.

This the 2nd day of September, 2021.

/s/ Joe L. Leak
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CERTIFICATE OF SERVICE

I hereby certify that on September 2, 2021, I electronically filed Petition for Removal using the CM/ECF system which will automatically send e-mail notification of such filing to the following attorney(s) of record:

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